

Panaji, 22nd August, 2013 (Sravana 31, 1935)

SERIES II No. 21

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Agriculture****Directorate of Agriculture****Order**

No. 2/14/95-AGR(Part)/240

Government is pleased to repatriate Shri Chandrahas Dessai, Agriculture Officer on deputation to Command Area Development Authority (CADA), Margao against the post of Soil Survey In-charge and post him as Zonal Agriculture Officer, Quepem and transfer Smt. Janice Alfonso, Zonal Agriculture Officer, Quepem, Group 'B' Gazetted Officers of this Department in the pay scale of PB—II, ₹ 9,300-34,800+ ₹ 4,600/- Grade Pay on deputation to Command Area Development Authority (CADA), Margao against the post of Soil Survey In-charge.

The deputation period of Smt. Janice Alphonso shall be initially for a period of two years with effect from 26-08-2013 to 25-08-2015. The deputation period can be extended or curtailed as per the requirement by the Government.

The deputation of Smt. Janice Alfonso shall be governed under standard terms and conditions of deputation issued vide OM No. 13/4/74-PER dated 12-02-1999 and amended from time to time. She shall draw her salary against the post of Soil Survey In-charge.

This is issued with the concurrence of the Government vide U.O. No. 5957 dated 8-7-2013.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 19th August, 2013.

Order

No. 8/117/2013-14/D.Agr/218

Government is pleased to appoint the following candidates to the post of Assistant Agricultural Officer, Group 'B' Gazetted in this Directorate on regular basis, in the pay scale of ₹ 9,300-34,800+ ₹ 4,200/- Grade Pay plus other allowances, with immediate effect and are posted at the stations indicated against their names as below:

Sr. No.	Name of the Officer	Place of posting	Budget Head
1	2	3	4
1.	Shri Rudresh Ramchandra Kambli	Zonal Agriculture Office, Dharbandora against vacant post created vide Order No. 1/1/9/2011-D.Agr/811 dated 17-08-2011	2401-00-102-02(P)-01.
2.	Shri Govind Vasant Parab	Zonal Agriculture Office, Valpoi against the post vacated by Shri Sujay Shirodkar in 2009 and revived vide Order No. 8/75/2013-14/D.Agr/164 dated 25-06-2013	2401-00-001-02(NP)-01.
3.	Shri Nilesh Krishna Vaingankar (OBC)	Zonal Agriculture Office, Ponda against the post vacated by Shri Pramod Joshi in 2009 and revived vide Order No. 8/75/2013-14/D.Agr/164 dated 25-06-2013	2401-00-001-03(NP)-01.

The appointment is on officiating basis and the above officers shall be on probation for a period of two years. The appointments are made on the recommendation of the Goa Public Service

Commission vide their letter No. COM/I/5/2(1)/93-99/Vol.I dated 24-03-2005.

The expenditure towards pay and allowances shall be debited to the Budget Heads as indicated against them.

All the above persons are declared medically fit by the Medical Board of Goa Medical College.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 5th August, 2013.

Order

No. 8/78/2013-14/D.Agr/228

Government is pleased to curtail deputation of Shri Larry Barreto to the post of General Manager, Goa State Horticulture Corporation Ltd. and repatriate him to the Directorate of Agriculture.

Shri Nelson Figueiredo, Assistant Director of Agriculture, Group 'A' Gazetted of this Directorate is hereby posted on deputation against the post of General Manager, Goa State Horticulture Corporation Ltd., Tonca-Caranzalem vacated by Shri Larry Barreto in the pay scale of PB—III, ₹ 15,600-39,100+₹ 6,600/- Grade Pay with immediate effect.

The deputation of Shri Nelson Figueiredo, shall be initially for a period of two years with effect from the date of taking over the charge and shall be governed by standard terms of deputation as contained in the OM No. 13/4/74-PER dated 12-02-1999 and amended from time to time.

This is issued with concurrence of Government.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 8th August, 2013.

Order

No. 8/78/2013-14/D.Agr/224

Government is pleased to transfer and post the following Group 'B' Gazetted Officers to the station indicated below in public interest with immediate effect:

Sr. No.	Name of the Officer	Designation	Present posting	Place posting on transfer
1.	Shri Dilip Paranjape	Agriculture Officer (Training)	Farmers Training Centre, Ela, Old Goa	Zonal Agriculture Officer, Zonal Agriculture Office, Mapusa in place of Shri Sanjeev Mayekar promoted.
2.	Shri Rajesh Dessai	Farm Superintendent, Kalay	Government Agriculture Farm, Kalay	Agriculture Officer (Coconut), Directorate of Agriculture, Tonca in place of Shri Shivanand Wagle promoted.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 8th August, 2013.

Order

No. 8/78/2013-14/D.Agri/225

Government is pleased to promote Shri Larry Barreto, Assistant Director of Agriculture to Dy. Director of Agriculture, Group 'A', Gazetted Officer in the pay Band III of ₹ 15,600-39,100+6,600/- Grade Pay with immediate effect purely on ad hoc basis initially for a period of six months or till the post is filled on regular basis whichever is earlier.

On promotion he is posted as under:

Sr. No.	Name of the Officer	Designation	Present posting	Place posting on promotion on ad hoc basis
1.	Shri Larry Barreto	Assistant Director of Agriculture	On deputation to Goa State Horticulture Corporation Ltd. as General Manager	Dy. Director of Agriculture (PP), Directorate of Agriculture, Tonca, Caranzalem.

The ad hoc promotion will not bestow on the above officer any claim for regular promotion and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 8th August, 2013.

Order

No. 8/78/2013-14/D.Agri/226

Government is pleased to promote the following, Agriculture Officers Group 'B' Gazetted to the post of Assistant Director of Agriculture, Group 'A' Gazetted in the Pay Band III of ₹ 15,600-39,100+5,400/- Grade Pay with immediate effect purely on ad hoc basis initially for a period of six months or till the post is filled on regular basis whichever is earlier.

- 1) Shri Sanjeev Mayekar.
- 2) Shri Shivanand Wagle.

On promotion they are posted as under:

Sr. No.	Name of the Officer	Designation	Present posting	Place of posting on promotion on ad hoc basis
1.	Shri Sanjeev Mayekar	Agriculture Officer	Zonal Agriculture Officer, Zonal Agriculture Office, Mapusa	Assistant Director of Agriculture (Cashew), Directorate of Agriculture in place of Nelson Figueredo transferred.
2.	Shri Shivanand Wagle	Agriculture Officer	Agriculture Officer (Coconut), Directorate of Agriculture, Tonca, Caranzalem	Assistant Director of Agriculture (Ext), Directorate of Agriculture in place of Shri Yadvendra Dessai transferred on deputation to Goa Tillari Irrigation Development Corporation.

The ad hoc promotion will not bestow on the above officer any claim for regular promotion and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 8th August, 2013.

Order

No. 8/78/2013-14/D.Agr/227

Government is pleased to promote the following, Assistant Agriculture Officers to Agriculture Officers, Group 'B' Gazetted in the Pay Band II of ₹ 9,300-34,800+4,600/- Grade Pay with immediate effect purely on ad hoc basis initially for a period of six months or till the post is filled on regular basis whichever is earlier.

- 1) Shri Audhut Sawant.
- 2) Shri Raghunath Joshi.
- 3) Shri Naguesh G. Komarpant.
- 4) Shri Raghunath S. Morajkar.
- 5) Shri Satyawar K. Dessai.

On promotion they are posted as under:

Sr. No.	Name of the Officer	Designation	Present posting	Place of posting on promotion on ad hoc basis
1	2	3	4	5
1.	Shri Audhut Sawant	Assistant Agriculture Officer	Zonal Agriculture Office, Tiswadi	Assistant Project Officer (Cashew) in place of Shri Shaba Verenkar promoted as Assistant Director of Agriculture on ad hoc basis.
2.	Shri Raghunath Joshi	Assistant Agriculture Officer	Zonal Agriculture Office, Pernem	Agriculture Officer (Coconut), Directorate of Agriculture, Tonca, Caranzalem in place of Smt Shoban Ugvenkar, transferred on deputation to Goa Tillari Irrigation Development Corporation.
3.	Shri Naguesh G. Komarpant	Assistant Agriculture Officer	Government Agriculture Farm, Codar	Agriculture Officer (Training) in place of Shri Dilip Paranjape transferred.
4.	Shri Raghunath S. Morajkar	Assistant Agriculture Officer	Government Agriculture Farm, Kalay	Farm Superintendant Kalay, Government Agriculture Farm, Kalay in place of Shri Rajesh Dessai transferred.
5.	Shri Satyawar K. Dessai	Assistant Agriculture Officer	Fertilizer Inspector, Directorate of Agriculture, Tonca, Caranzalem	Agriculture Officer (PP), Directorate of Agriculture, Tonca, Caranzalem in place of Shri Anant Hoble transferred.

The Officer at Sr. No. 5 Shri Satyawar K. Dessai shall hold the charge of Fertilizer Inspector in addition to his own duties, until further orders.

The ad hoc promotion will not bestow on the above officers any claim for regular promotion and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 8th August, 2013.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 42/4/2008/TS/RCS/2616

Read: Order No. 42/4/2008/TS/RCS dated 13-09-2012.

In partial modification of the order referred to at above and in exercise of the powers conferred by Section 4 of the Goa Co-operative Societies Act, 2001 (hereinafter referred to as the said Act), the Government is pleased to confer the powers of the Registrar under the said Act and Rules made thereunder as indicated in the column (2) of the Schedule on the Officers specified in column 1 of the Schedule.

SCHEDULE

Officers	Powers
1	2
1. The Asstt. Registrar of Co-op. Societies (Central Zone), Panaji	Sections: 76A and 77.
2. The Asstt. Registrar of Co-op. Societies (North Zone), Mapusa	
3. The Asstt. Registrar of Co-op. Societies (Ponda Zone), Ponda	
4. The Asstt. Registrar of Co-op. Societies (South Zone), Margao	
5. The Asstt. Registrar of Co-op. Societies (Quepem Zone), Quepem	

By order and in the name of the Governor of Goa.

J. B. Bhingui, Registrar & ex officio Jt. Secretary (Co-op. Society).

Panaji, 7th August, 2013.

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Rastroli Devasthan Self Help Group Co-op. Society Ltd., Tiwada, Dhargal, Pednem-Goa has been registered under code symbol No. GEN-(c)-428/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th July, 2013.

Certificate of Registration

Shree Rastroli Devasthan Self Help Group Co-op. Society Ltd., Tiwada, Dhargal, Pednem-Goa has been registered on 16-7-2013 and it bears registration code symbol No. GEN-(c)-428/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th July, 2013.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Dwarpal, Self Help Group Co-op. Society Ltd., Deulwada, Korgao, Pednem-Goa has been registered under code symbol No. GEN-(c)-429/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th July, 2013.

Certificate of Registration

Dwarpal, Self Help Group Co-op. Society Ltd., Deulwada, Korgao, Pednem-Goa has been registered on 17-7-2013 and it bears registration code symbol No. GEN-(c)-429/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th July, 2013.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, District Hospital Employees Co-op. Credit Society Ltd., Peddem, Mapusa, Bardez-Goa has been registered under code symbol No. RES-(a)-86/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th July, 2013.

Certificate of Registration

District Hospital Employees Co-op. Credit Society Ltd., Peddem, Mapusa, Bardez-Goa has been registered on 19-7-2013 and it bears registration code symbol No. RES-(a)-86/NZ/Goa. It is classified as "Resource Society" in terms of Rule 8(1)(10) and sub-classified as "Credit Resource Society" under sub-rule 10 (a) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 19th July, 2013.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Khushi, Self Help Group Co-op. Society Ltd., Chinch Bhatwadi, Maem, Bicholim-Goa has been registered under code symbol No. GEN-(c)-430/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 24th July, 2013.

Certificate of Registration

Khushi, Self Help Group Co-op. Society Ltd., Chinch Bhatwadi, Maem, Bicholim-Goa has been registered on 24-7-2013 and it bears registration code symbol No. GEN-(c)-430/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 24th July, 2013.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Bhumika Sateri Self Help Group Co-op. Society Ltd., Vanciowada, Guirim, Bardez-Goa has been registered under code symbol No. GEN-(c)-431/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2013.

Certificate of Registration

Bhumika Sateri Self Help Group Co-op. Society Ltd., Vanciowada, Guirim, Bardez-Goa has been registered on 30-7-2013 and it bears registration code symbol No. GEN-(c)-431/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2013.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Buildmore Classic Co-op. Housing Society Ltd., Buildmore Classic, Near Khorlim Bye-pass Road, Mapusa, Bardez-Goa has been registered under code symbol No. HSG-(b)-340/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2013.

Certificate of Registration

Buildmore Classic Co-op. Housing Society Ltd., Buildmore Classic, Near Khorlim Bye-pass Road, Mapusa, Bardez-Goa has been registered on 30-7-2013 and it bears registration code symbol No. HSG-(b)-340/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th July, 2013.

Department of Education, Art & Culture

Directorate of Education

Order

No. 1(1)-3-2013/SE/383

Government is pleased to promote and post Smt. Margaret F. C. Monteiro, Headmistress, Government Primary Middle School, Reis Magos, Verem, Bardez-Goa to the post of Headmistress,

Government High School, Tarmatha, Bhile, Surla, Bicholim, Group 'B' Gazetted in the pay scale of PB—3, ₹ 15,600-39,100+Grade Pay ₹ 5,400/- on ad hoc basis for an initial period of one year or till the date the post is filled on regular basis, whichever is earlier, with immediate effect.

The above ad hoc promotions will not bestow on the promoted officer any right or claim for regular promotion and the services so rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade, or for eligibility for promotion to the next higher grade.

The Government reserves the right to cancel at any time the ad hoc promotion and revert the promotee to the post from which he/she is promoted, without assigning any reasons.

The concerned Principals/Zonal Officer shall relieve the above promotees/transferees being self relieving officer and furnish their relieving and joining report immediately.

She shall give her joining report to the concerned Zonal Office under intimation to this Directorate and report to the place of posting immediately.

By order and in the name of the Governor of Goa.

Anil V. Powar, Director & ex officio Joint Secretary (School Education).

Porvorim, 17th July, 2013.

Order

No. 1(1)-3-2013/SE/365

Government is pleased to promote the below mentioned Teacher Grade-I/Senior Instructor/Asstt. District Educational Instructor/Headmaster of Middle School/(Other than Technical) to the post of Headmaster in Government High Schools/Vice-Principal, Teachers Training College, Government Higher Secondary School/Vice-Principal, Government Higher Secondary Schools in Group 'B' Gazetted in the pay scale of PB—3, ₹ 9,300-34,800+Grade Pay ₹ 5,400/- on ad hoc basis for an initial period of one year or till the date the posts are filled on regular basis, whichever is earlier, with immediate effect:

1. Smt. Bharati Falari.
2. Smt. Urmila Barve.
3. Shri Ganapati B. Naik.
4. Smt. Geetanjali S. Parab.
5. Smt. Vidya K. Naik.

6. Smt. Laxmi V. Sukhtankar.
7. Shri Manoj B. Sawaikar.
8. Smt. Maria M. Miranda.
9. Shri Anand Kumbarjuvekar.
10. Smt. Sajjan G. Jalmi/Sneha S. Gaonkar.
11. Shri Anand V. Kudalkar.
12. Smt. Prema P. Dessai.

The posting on above ad hoc promotion and transfer of the following Headmaster is ordered as under:

Sr. No.	Name of the officer & designation	Place where presently working	Place of posting on ad hoc promotion/transfer
1	2	3	4
1.	Smt. Bharati Falari (Promotee)	D.I.E.T., Porvorim	Headmistress, GHS, Tarmatha Bhile Surla, Bicholim vice Shri Laxman K. Naik deployed in Directorate of Education.
2.	Smt. Urmila Barve (Promotee)	GHSS, Khandola	Headmistress, Govt. High School, Advoi Satari vice Shri M. Angadi transferred.
3.	Shri Ganapati B. Naik (Promotee)	GHSS, Canacona	Govt. High School, Khotigao, Canacona thereby relieving Shri Jyotiba Mali of his additional charge.
4.	Smt. Geetanjali S. Parab (Promotee)	GHSS, Khandola	Headmistress, GHS Vasco, (Main), Smt. Pushpa S. Pavaskar alias R. S. Bandodkar transferred.
5.	Smt. Vidya K. Naik (Promotee)	D.I.E.T., Porvorim	Headmistress, Govt. High School, Navelim, Bicholim vice Shri Fondu @ Narayan S. Naik, promoted.
6.	Smt. Laxmi V. Sukhtankar (Promotee)	GHSS, Sanquelim	Headmistress, Govt. High School, Morlem, Satari vice Shri P. M. Yedave promoted.
7.	Shri Manoj B. Sawaikar (Promotee)	GHSS, Sanquelim	Govt. High School, Thane, Satari vice Shri M. N. Joshi, retired (vacant) thereby relieving Shri Shrikrishna S. Naik of additional charge.

1	2	3	4	1	2	3	4
8. Smt. Maria M. Miranda (Promotee)	GMHSS, Borda, Margao	Headmistress, Govt. High School, Shristhal, Canacona thereby relieving Shri Sudesh Naik of additional charge.		18. Smt. Smita Patil	Headmistress, GHS, Kalay, Sanguem	Headmistress, Govt. High School, Shigao, Collem.	
9. Shri Anand Kumbarjuvekar (Promotee)	ADEI, Tiswadi	Headmaster, Govt. High School, Sirigao thereby relieving Shri Sanjay Diukar of additional charge.		19. Smt. Daksha Y. Gulavani	Headmistress, GHS, Bhuipal-Satari	Headmistress, GHS, Keri-Satari vice Shri S. K. Patil promoted.	
10. Smt. Sajjan G. Jalmi/Sneha S. Gaonkar (Promotee)	GMHSS, Borda, Margao	Headmistress, Govt. High School, Xeldem, Quepem against vacant post.		20. Smt. Pushpa S. Pavaskar alias R. S. Bandodkar	Headmistress, GHS, Vasco, (Main)	Vice-Principal, Govt. Multipurpose Higher Sec. School, Borda, Margao.	
11. Shri Anand V. Kudalkar (Promotee)	ADEI, Salcete	Headmaster, Govt. High School, Zuari-nagar, Vasco vice Shri Jose Francisco Gomes, promoted.		<p>The above ad hoc promotions will not bestow on the promoted officer any right or claim for regular promotion and the services so rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade, or for eligibility for promotion to the next higher grade.</p> <p>Shri Manoj Sawaikar, Headmaster, GHS, Thane-Satari shall hold the additional charge of GHS, Surla-Satari, in addition to his own duties, until further orders.</p> <p>Shri Madhav Joshi, Headmaster, GHS, Pissurlem-Satari shall hold the additional charge of GHS, Bhuipal-Satari, in addition to his own duties, until further orders.</p> <p>Shri Shrikrishna, S. Naik, Headmaster, GHS, Ambedem, Nagargao shall hold the additional charge of GHS, Kudchire, Bicholim in addition to his own duties, until further orders.</p> <p>Smt. Smita Patil, Headmistress, GHS, Shigao, Collem shall hold the additional charge of GHS, Kalay, Sanguem in addition to her own duties, until further orders.</p> <p>Shri Laxman Naik shall draw his pay and allowances in the post of the Headmaster at GHS, Kalay-Sanguem, until further orders.</p> <p>The Government reserves the right to cancel at any time the ad hoc promotion and revert the promotee to the post from which he/she is promoted, without assigning any reasons.</p> <p>The transfer of the Headmasters at Sr. Nos. 15, 16, 17 & 18 are made at their own request and hence they are not entitled to claim TA/DA and joining time. The transfers of remaining Headmasters at Sr. No. 14 & 19 above are in public interest and they shall move first.</p>			
12. Smt. Prema P. Dessai (Promotee)	ADEI, Sanguem	Vice-Principal, Govt. Higher Sec. School. Canacona against vacant post.					
13. Shri Sanjay Diukar	Headmaster, GHS, Surla, Satari	Headmaster, GHS Nadora, Revora vice Smt. Carmel D'Souza transferred.					
14. Smt. Carmel D'Souza	Headmistress, GHS, Nadora, Revora	Asstt. Secretary, Goa Board vice Smt. Sunita Rajderkar promoted.					
15. Shri Sairoj B. Dessai	Headmaster, GHS, Maina, Quepem	Headmaster, GHS, Ambaulim, Quepem thereby relieving Smt. Mangala Dessai, of additional charge.					
16. Shri Antonio Paul Braganza	Vice-Principal, GHSS, Valpoi	Headmaster, GHS, Dhaushire, Tisk, Usgao, Ponda vice Shri M. V. Gadgil promoted.					
17. Shri M V. Angadi	Headmaster, GHS, Advoi, Satari	Headmaster, GHS, Savoi-Verem, Ponda thereby relieving Shri Achutanand Vernekar of his additional charge.					

The Headmasters holding additional charge are entitled for TA/DA as admissible.

The concerned Principals/Zonal Officer shall relieve the above promotees/transferees being self relieving officer and furnish their relieving and joining report immediately.

The Headmasters under transfer shall report to the new place of posting immediately without availing any kind of leave and joining time. Non-compliance of order shall be viewed seriously.

They shall give their joining report to the concerned Zonal Office under intimation to this Directorate and report to the place of posting immediately.

By order and in the name of the Governor of Goa.

Anil V. Powar, Director & ex officio Joint Secretary (School Education).

Porvorim, 4th July, 2013.

Corrigendum

No. 1(1)-3-2013/SE/371

Read: Order No. 1(1)-3-2013/SE/365 dated 04-07-2013.

The pay scale mentioned in the above referred order at para 1 may please be read as PB—3, ₹ 15,600-39,100+Grade Pay ₹ 5,400/- instead of PB—3, ₹ 9,300-34,800+Grade Pay ₹ 5,400/-.

All other contents remain unchanged.

By order and in the name of the Governor of Goa.

Anil V. Powar, Director & ex officio Joint Secretary (School Education).

Porvorim, 8th July, 2013.

Directorate of Art and Culture

Order

Ref. No. DAC/5/DPC/2013/3831

Government is pleased to grant extension for ad hoc promotion of Shri Ashok V. Parab as Dy. Director of Art & Culture in this Directorate for a further period of six months w.e.f. 27-07-2013 to 26-01-2014 or till the posts is filled on regular basis whichever is earlier with the same terms & conditions as mentioned in the earlier Order No. DAC/5/DDA/2011/2066 dated 27-07-2011.

The expenditure towards pay & allowances shall be debited to the Budget Head 2205—Art & Culture, 00, 001—Direction and Administration, 02—Direction (Plan), 01—Salaries under Demand No. 43”.

This issues with the concurrence of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/57(1)/2012/859 dated 5-8-2013.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director & ex officio Addl. Secretary (Art & Culture).

Panaji, 12th August, 2013.

Notification

No. 28/1/2013-LAB/238

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 19-03-2013 in reference No. IT/16/93 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 6th May, 2013.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/16/93

Workmen
Rep. by Goa Trade & Commercial
Workers Union, Velhos Building,
2nd floor, Panaji-Goa. Workmen/Party I
V/s

The Project Manager,
U. P. State Bridge Corporation Ltd.,
Bridge Construction Unit,
New Mandovi Bridge Site,
Panaji-Goa. Employer/Party II

Workmen/Party I represented by Shri Subhash Naik.

Employer/Party II represented by Adv. Shri A. V. Nigalye.

AWARD

(Passed on 19th day of March, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 29-1-93 bearing No. 28/65/92-LAB referred the following dispute for adjudication.

"Whether the action of M/s. U. P. State Bridge Corporation Ltd., New Mandovi Bridge site, Panaji, in terminating the services of the following 54 Workmen w.e.f. 28-8-92 is legal and justified?

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| 1. Vijay Bahadur Singh. | 2. Mahendra Singh. |
| 3. Harpal Singh. | 4. Prabhunath Jha. |
| 5. Shivraj Singh. | 6. Halesh. |
| 7. Nakhdu Tiwari. | 8. Prabal Pratap Singh. |
| 9. Hari Kumar. | 10. Mohamad Hanif. |
| 11. Ram Raj. | 12. Imam Sheikh. |
| 13. Chandrashekar. | 14. Arjun Naik. |
| 15. Nand Lal. | 16. Kunj Samal. |
| 17. Shivcharan Singh Negi. | 18. Dilip Kumar. |
| 19. Paras Ram | 20. Ramanand. |
| 21. Bhogendra Mishra. | 22. Babu Ram. |
| 23. Ganga Ram. | 24. Cruz Gracias. |
| 25. Shyam Pradhan. | 26. Jairam. |
| 27. Suresh Chandra. | 28. Sanjay Kumar. |
| 29. Raja Ram Pal. | 30. Avarchan. |
| 31. Amichan. | 32. Ratan Kumar. |
| 33. Augustino D'gama. | 34. Vijayanand. |
| 35. Lal Chand. | 36. Kishan Prasad. |
| 37. Ram Dulare. | 38. Arvind Kumar. |
| 39. Ramesh Chandra Mishra. | 40. Bridge Mohan. |
| 41. Satyan Narayan Verma. | 42. Bhola Prasad. |
| 43. Harish Chandra. | 44. Siya Ram. |
| 45. Jagaru. | 46. Kishan Chandra. |
| 47. Dhanand Jay. | 48. Parimal Mandal. |
| 49. Vidhan Biswas. | 50. Lal Kumar. |
| 51. Mahendra Rao Vargaonkar.. | 52. Vinayak Rao Vargaonkar. |
| 53. Babu Rajan. | 54. Kalidas. |

If not, to what relief the above Workmen are entitled?"

2. Upon receipt of the reference, IT/16/93 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 3. Party II filed written statement at Exb. 5. Rejoinder was filed by Party I at Exb. 6.

3. It is in short the case of Party I that the Workmen in this reference alongwith some others were engaged by Party II in category "C" for various posts such as Khalasi,

Helper-Electrician, Helper/Store, Helper/Crane, Boat-Helper, Belder, fitter, Welder, Operator Rigger, Crane-Operator, Concrete-Pump Operator, Road Roller Operator, Compressor Operator, Plumber, Dak-Runner, Chowkidar, Typist, Mason, Electrician, Pay-Roader-Operator, Captain, Engine Driver, Mate and Store-Munshi. It is stated that Party II abruptly terminated the services of 54 Workmen to this reference w.e.f. 28-8-92 without giving them any intimation in writing about their termination. A notice dated 27-8-92 was displayed on the notice board with copy to the union stating that the services of said 54 Workmen were retrenched w.e.f. 28-8-92 and that they have been removed as per the provisions of Sec. 25FFF (2) of the Act. It is stated that though the new Mandovi bridge was thrown open for traffic, the work at site was not completed. It is stated that Party II did not comply with the Sections of 25F and 25G of the Act before terminating the services of aforesaid 54 Workmen and that no one month's notice and no retrenchment compensation was paid to them and even no valid reasons were given before termination. It is stated that the Workmen were not individually informed about the termination. Party I has also stated that Party II while terminating the services of 54 Workmen did not seek permission u/s 33(2)(b) of the Act. Thus, amongst above and other grounds Party I has prayed for reinstatement of aforesaid 54 Workmen in service with full back wages and continuity of service; to hold that Party II has not complied with the provisions of Sections 25F, 25G, 25H and 33 of the Act; to direct Party II to regularize the said 54 Workmen after reinstating them and to direct Party II to pay them full back wages from the date of termination till the date of disposal of this reference.

4. In their written statement Party II has denied the case set up by Party I and in short stated that under Rule B-1-2 of the standing orders framed the Governing of Employment in U. P. S.B.C. Ltd., it has been clearly mentioned that "the engagement of such persons who have been engaged by the unit in-charge of the corporation for execution of a work declared to be a project, goes with the work as soon as the project is completed, or its work is over the engagement of this category of persons shall come to an end automatically". It is stated that these Workmen who were muster roll employees were engaged for a limited period of construction and since the project is complete, the employer has every right to terminate the services after fulfilling the provisions of Section 25FFF. It is stated that the only benefit to which they are entitled is payment of compensation or notice period pay which has been paid by the Project Manager who had appointed them. It is stated that the Corporation was the successful bidder with respect to the tenders invited by the Government of Goa for construction of New Mandovi Bridge and this

project was under the control and supervision of Government of Goa. It is stated that the Chief Engineer of the Government of Goa was in-charge of the entire Mandovi Bridge. It is stated that the construction work commenced some time in February, 1987 and the bridge was open for public from 23-7-92. It is stated that the aforesaid 54 Workmen were terminated from 28-8-92 with due compliance of the provisions of Section 25F r/w Section 25FFF (2) of the Act, wherever applicable. It is stated that therefore the provisions of Section 33 (2) (b) of the Act are not attracted.

5. In view of the above averments of the respective parties issues at Exb. 7 dated 30-12-94 were framed.

6. In support of their case Party I examined Shri Babu Ram as witness No. 1, Shri Paras Ram as witness No. 2, Shri Ramanand as witness No. 3, Shri Mahindar Singh as witness No. 4, Shri Vijay Bhahadur as witness No. 5 and Shri Avrachan as witness No. 6. On the other hand Party II examined Shri A. K. Shrivastava as witness No. 1 and Shri Jitendra Kumar Pant as witness No. 2.

7. The representatives of both the parties besides filing written submissions also advanced oral arguments.

8. I have gone through the records of the case and have duly considered the submissions of both the representative. I am reproducing herewith the issues alongwith their finding and reasons thereof.

Sr. No.	Issues	Finding
1	Whether the Party I/Union proves that the Party II failed to comply with the provisions of Sections 25F and 25G of the I. D. Act, 1947 before terminating the services of 54 Workmen named in the reference.	Partly proved to the extent of non-compliance of Section 25F.
2	Whether the Party I/Union proves that the Party II failed to seek permission under Section 33(2)(b) of the I. D. Act, 1947 before terminating the services of the 54 Workmen named in the reference and thereby contravened the provisions of Section 33 of the I. D. Act, 1947?	Not pressed.
3	Whether the Party I/Union proves that the action of the Party II in terminating the services of the 54 Workmen named in the reference w.e.f. 28-8-92 is not legal and justified?	In the positive.
4	Whether the Party I/Union proves that the 54 Workmen named in the reference are entitled for regularization of their services from "C" category to "B" category?	Not pressed.

5	Whether the Party II proves that the services of the 54 Workmen named in the reference were terminated in terms of Section 25FFF (2) of the I. D. Act, 1947 and in accordance with the provisions of the certified standing orders?	In the negative.
6	Whether the Party II proves that the Workmen refused to accept the notice and the dues offered to them in accordance with the provisions of the I. D. Act, 1947?	In the negative.
7	Whether the Workmen are entitled to any relief?	As per award below.
8	What Award?	As per order below.

Reasons

9. It may be mentioned here that in his arguments learned representative of Party I made it clear that he was not pressing for issue Nos. 2 and 4 and therefore these issues have been answered accordingly.

10. *Issue Nos. 3, 5 and 6:* These issues are answered before answering issue No. 1 because answer to issue No. 1 would depend upon the outcome of these issues.

11. Shri Babu Ram has stated that he was working with Party II as Helper at its Mandovi Bridge site at Panaji in category C; that on 28-8-92 when he reported for work he found that a notice was displayed at the site wherein the names of workers whose services were terminated were mentioned. He has stated that said notice contained names of 54 workers including himself. He has stated that no notice was given to him prior to termination of his service not he was paid any retrenchment compensation and he was paid wages for only 28 days for the month of August, 1992. He has stated that he was not issued any memo or the charge-sheet prior to termination of his service. In his cross-examination he has stated that he was not sent any amount by money order by Party II and has denied the suggestion that some amount was sent to him by money order but he refused to accept the same.

12. Shri Paras Ram has stated that he was working in Category "C" for Party II at the Mandovi Bridge site at Panaji and that on 28-8-92 he found a notice put up on the notice board in which names of the workers whose services were terminated w.e.f. 28-8-92 were mentioned and his name was also there. He has stated that at the time of termination, he as well as other workers were not given one month notice nor they were paid retrenchment compensation or legal dues. In his cross-examination he has denied the suggestion that in the notice the amount of compensation to be paid to them was mentioned. He

has denied the suggestion that they were employed to work at the Mandovi Bridge site only and their services were terminated on completion of the work.

13. Shri Ramanand, Shri Mohinder Singh, Shri Vijay Bahadur and Shri Avrachan have also deposed on the same lines as that of the above named witnesses by categorically stating that they were working in category "C" at Mandovi Bridge site at Panaji and that on 28-8-92 they saw a notice put up on the notice board wherein the names of the persons whose services were terminated were mentioned and his name was there. In the cross examination of Shri Mohindar Singh he was shown the notice dated 27-8-92 and he has admitted that the said notice was displayed on the notice board as regards the termination of services of the 54 Workmen and the same is marked as Exb. E1. These witnesses have further stated that at the time of termination of their services they were not given notice, notice pay or retrenchment compensation but they were paid only earned wages. In their cross-examination the witnesses have denied that services were terminated after completion of the construction of Mandovi Bridge. They have also denied that Party II had sent to them the notice pay and the compensation at their addresses.

14. Shri A. K. Shrivastava, the witness of Party II has stated that the on completion of Mandovi Bridge Party II retrenched the services of 54 workers whose names are mentioned in the order of reference, in the first phase and a notice to that effect was displayed on the notice board. He has confirmed that the said notice is dated 27-8-92 and is Exb. E1. He has stated that the Workmen were offered one months notice pay, retrenchment compensation, their wages and they were asked to collect the amount from the office of Party II. He has stated that pursuant to the said notice some workers collected the amount offered to them. He has produced the xerox copies of the statement showing the details of the amount offered to each Workmen at Exb. E2. In his cross-examination he has made it clear that from the date the services of 54 Workmen were retrenched, they were not allowed to enter the office premises of Party II. He has stated that a few workers were working at the Mandovi Bridge site even after terminating the services of 54 Workmen because some finishing work had to be completed. He has stated that no seniority list was prepared before retrenching the services of 54 Workers.

15. Shri Jitendra Kumar Pant has stated that he worked in Goa as Project Manager; that construction of Mandovi Bridge was completed in July, 1992; that the workers employed in category "C" are purely temporary for the specific project and they are daily wagers; that on completion of construction the services of the workers employed in category "C" stood terminated and they were paid retrenchment compensation as

required under the law. In his cross-examination he has stated that the services of the Workmen were terminated by notice dated 27-8-92 and at the time of termination of services a seniority list was prepared. He has produced the money order slips at Exb. E3 colly to show that money orders were sent to each of the Workmen. He has produced the copies of the letters dated 27-8-92 regarding termination of services of Workmen and asking them to collect their dues, at Exb. E4 colly which according to him were handed over to each of the Workmen and which they refused to accept. He has produced the copy of the seniority list which was displayed on the notice board at Exb. E5 and the xerox copies of money order which were refused by some of the Workmen at Exb. E6 colly. He has denied the suggestion that none of the workers were given individual notice of termination and that none of them have received the said notice. He has also denied the suggestion that Party II has terminated the services of the workers named in the reference illegally and without justification.

16. From the nature of above evidence adduced by the parties coupled with the respective pleadings of the parties, it becomes clear that according to Party I the Workmen were retrenched without complying with the provisions of Section of 25F of the Act whereas according to Party II the undertaking was closed down as the work of construction of Mandovi bridge was complete and the Workmen employed in category "C" being the project workers, their services were terminated in terms of Section 25FFF of the Act.

17. *The term retrenchment is defined under Section 2 (00) of the Act and the same reads as under:*

"retrenchment" means the termination by the employer of the service of a Workman for any reasons whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include -

(a) voluntary retirement of the Workman; or

(b) retirement of the Workman on reaching the age of superannuation if the contract of employment between the employer and the Workman concerned contains a stipulation in that behalf, or

(bb) termination of service of the Workman as a result of the non-renewal of the contract of employment between the employer and the Workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a Workman on the ground of continued ill-health".

18. Lnd. Representative of Party I by referring to the above definition submitted that the termination of the services of the Workmen, by Party II was not on the

grounds mentioned in (a), (b), (bb) and (c) above, and also it is not as a punishment inflicted by way of disciplinary action and therefore according to him such termination is "retrenchment". As regards the defence of Party II, Lnd. Representative of Party I contended that Party II ought to have made aware the Workmen that their employment shall come to an end on the expiry of the scheme or project. In support of his submissions he relied on the judgment in the case of **S. M. Nilajkar and Ors. v/s. Telcom District Manager, Karnataka (2003) 4 SCC 27** in which it is observed as under:

19. ".....the termination of service of a Workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied;

(i) that the Workmen was employed in a project or scheme of temporary duration;

(ii) the employment was on a contract and not as a daily-wager simpliciter, which provided inter-alia that the employment shall come to an end on the expiry of the scheme or project;

(iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract; and

(iv) the Workman ought to have been apprised or made aware of the abovesaid terms by the employer at the commencement of the employment."

20. It is further observed in this judgment as under:

"...The engagement of a Workman as a daily wagger does not by itself amount to putting the Workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or up to the occurrence of some event, and therefore, the Workman ought to know that his employment was short-lived. The contract of employment consciously entered into by the Workman with the employer would result in a notice to the Workman on the date of the commencement of the employment itself that his employment was short-lived and as per the terms of the contract the same was liable to termination on the expiry of the contract and the scheme or project coming to an end. The Workman may not therefore complain that by the act of the employer his employment was coming to an abrupt termination. To exclude the termination of a scheme or project, employee from the definition of retrenchment it is for the employer to prove the above said ingredients so as to attract the applicability of sub-clause (bb) above said" .

21. From the above observations one can safely conclude that in case of non fulfillment of conditions mentioned in para 19 above, the termination of service of a Workman amounts to retrenchment. Learned

representative of Party I has also relied on the judgment in the case of **U. P. State Bridge Corporation v/s U.P.S. Rajya Setu Nigam Sanyukta (2003) 1 LLJ 626** in which it is observed as under:

"....so far as the question that the Respondents-Writ Petitioners had been engaged for a particular project is concerned, there is no specific pleading by the Corporation. General statement has been made that the Workmen are generally employed at the project site and after completion of the project, the services of such employees automatically come to end on that particular project. But neither any details of project and employees engaged therein with reference to the Respondents-Writ Petitioners have been given nor their appointment letters have been placed before the Court. Hence, such contention cannot be accepted".

22. Undoubtedly, though in their written statement Party II has pleaded that the Workmen herein were engaged for a limited period of construction and since the project is complete the employer has every right to terminate their services....., no details of such project and the employees engaged therein, as required by the aforesaid judgment, has been mentioned in the written statement. It is worthwhile noting that in their written arguments Party II has submitted that the Workmen were issued appointment letters in which it is stipulated that they will be in 'C' category as per terms of employment and that the witness of Party I has admitted in the cross that the appointment letters were issued to the Workmen. It may be mentioned here that it is not the case of either of the parties in their pleadings that the Workmen herein were issued appointment letters stipulating that they will be in 'C' category. No doubt, witness of Party I namely Shri Vijay Bahadur has stated in his cross-examination that he was issued a letter of appointment employing him in category 'C' but no such document is produced on record. Even for that matter if such letter was issued by Party II, nothing would prevent Party II from producing it on record. This being the case, it would not stand to reason to believe the case of Party II that appointment letters were issued to these Workmen stipulating that they will be in 'C' category as per the terms of employment. Nonetheless, in terms of the judgment in the case of **U.P. State Bridge Corporation (supra)** it was for Party II to place their appointment letters before the Court which Party II has failed. Even otherwise, there is nothing on record on the part of Party II indicating that the Workmen were apprised or made aware that their employment shall come to an end on the expiry of the scheme or project. No doubt, according to Party II Rule B-2-1 of the standing orders framed governing the conditions of employment in U.P.S.B.C Ltd., provide that upon completion of the project, the persons engaged by the unit in-charge of the Corporation, for execution of a work declared to be

a project comes to an end, but it is seen that no such standing orders are produced by Party II on record and even otherwise it is apparent from the claim statement that according to Party I such standing orders which Party II has in U.P. and/or other States are not valid and not applicable for Workmen employed in Goa as no Standing orders have been certified in Goa. This being the situation, it was for Party II to have adduced convincing evidence on the above subject, which Party II has failed.

23. Lnd. Advocate for Party II relied on the judgment in the case of **Lal Mohammad and Ors. v/s Indian Railway Construction Co. Ltd. and Ors. (2007) 2 SCC 513** in which it is held that the employees working under a scheme/project have no vested right so as to claim regularization of their services and when the scheme/project comes to an end, the services of the employees working in the project also come to end and they cannot be given permanent status. It is further held in this judgment that once a particular project/scheme in question is completed it is not incumbent on the Company concerned to employ persons employed in that project/scheme at other projects/schemes undertaken by the Company concerned. In the above context it is the argument of Lnd. Representative of Party I that there is nothing on record of Party II indicating as to on which date the said so called project was completed and on the contrary it is stated by Shri A. K. Shrivastava that he was posted in Goa from August, 1987 when the construction of Mandovi Bridge had started and he worked there till August, 1994. He also invited my attention to the evidence of Shri Jitendra Kumar Pant wherein he had stated that he worked in Goa as Project Manager from 1987 to 1994. Thus, according to Lnd. Representative of Party I, on the basis of above statements made by the witnesses of Party II one cannot come to the concrete conclusion that the work of the project was completed by 28-8-92. It is pertinent to note that in para 46 of the claim statement it is pleaded by Party I that although the new Mandovi Bridge has been thrown open for traffic, the work at the new Mandovi Bridge site is not yet completed. It deserves to be noted that above pleading in the claim statement has not been specifically denied in the written statement. Though, according to Lnd. Advocate for Party II, the termination of services of Workmen has been done in phases, as and when the work got completed but since the above averments in the pleadings make it clear that at the time of termination of services of the Workmen to this reference the work at the bridge site was not completed and which fact stands fortified by the statements made by Shri A.K. Shrivastava and Shri Jitendra Kumar Pant who claimed to have worked at the site till 1994, I am of the opinion that Party II has failed to establish that the services of these 54 Workmen were terminated as the

project work was over. Though there is no dispute over the observations made in the judgment in the case of **Lal Mohammad (Supra)** but as the relevant pleadings as required by the judgment in the case of **S. M. Nilajkar and Ors. (Supra)** are lacking in the written statement of Party II, said Party II cannot be allowed to take advantage of the observations made in the judgment in the case of **Lal Mohammad (Supra)**.

24. There is otherwise no disputes that a notice dated 27-8-92 was put up by Party II on the notice board regarding the termination of services of 54 Workmen, vide Exb. E-1. Reading of this notice makes it clear that the services of the Workmen in 'C' category have been terminated due to completion of construction of the bridge and that the dues to which the Workmen are entitled in terms of Sec. 25FFF (2) have been mentioned corresponding to the names of these Workmen. Undoubtedly, Exb. E-1 was displayed on the notice on 27-8-92 and in this context it is made clear by Shri A. K. Shrivastava that the Workmen were asked to collect the amount from the office of Party II. However in the same breath this witness has stated in his cross-examination that from the date the services of the 54 Workmen were retrenched, they were not allowed to enter the office premises of the Party II. Thus, as rightly pointed out by learned representative of Party I the Workmen were not allowed to enter the office premises of Party II from 28-8-92 onwards and being so, the question of payment of one month's notice pay, retrenchment compensation etc. to them does not arise.

25. In the cross-examination of Shri Babu Ram, Party II has suggested that some amount was sent to him by money order but he refused to accept the same. Interestingly, Party II did not show any document to this witness to substantiate their above suggestion.

26. As regards the witness Shri Paras Ram who has stated in his examination in chief that they were not paid retrenchment compensation nor were given legal dues or one month's notice, it is only suggested that the amount of compensation to be paid was mentioned in the notice at Exb. E-1 without thereby denying the statements made by this witness on the subject of non-payment of retrenchment compensation, legal dues and not giving of one month's notice. On the contrary, it is suggested to this witness that they were not entitled to one month's notice because they were taken only to work at Mandovi Bridge site.

27. Coming to witness Shri Ramanand though it is suggested to him that Party II had sent notice pay and compensation at his address, no documentary evidence has been shown to this witness to substantiate the above suggestion. Similar is the case with regards to witness 3, Shri Mahinder Singh to whom it is suggested that Party II had offered notice pay and retrenchment

compensation but he refused to accept the same without showing any documentary evidence. As regards the witnesses Shri Vijay Bahadur and Shri Avarachan it has been suggested that they were not entitled to notice pay and retrenchment compensation at the time of termination of his services which suggestion is dehors the defence taken in the written statement.

28. It is pertinent to note that Shri A. K. Srivastava has produced at Exb. E-2 xerox copy of the statement showing the details of the amount offered to each of the Workmen. He has stated that as per this document out of 54 workers, 4 workers had accepted the amount offered to them and those who had not accepted the amount were sent the same by money order. It is worthwhile noting that this witness has not disclosed the names of those four Workmen who according to him had accepted the amount. It may also be mentioned here that Party II has not adduced any convincing evidence to indicate that the four signatures on Exb. E2 are in reality, of those four workers, as Party II has not got identified these signatures through any one or rather through the person who had got these workers sign on Exb. E2. Shri Jitendra Kumar Pant has produced at Exb. E-3 colly the money order slips to show that the money orders were sent to each Workman. It may be mentioned here that this documentary evidence at Exb. E-3 colly was not shown to the witnesses of Party I and which if shown, it would help the Court to know if these money orders were sent on the correct addresses of the workers or not. By producing this documentary evidence through their witness, Party II has declined opportunity to the witnesses of Party I to comment on Exb. E3 colly. That apart, it is not the case of Shri Jitendra Kumar Pant that Exb. E3 colly are produced to show that Party II had sent money orders to the Workmen and that they refused to accept the same, which infact is the case suggested to the witnesses of Party I. Being so, production of Exb. E3 colly is of no help to Party II to contend that they had offered the amount to the Workmen.

29. Lnd. Representative of Party I contended that since the Workmen herein have been retrenched, it was required of Party II to serve individual notices on individual Workmen of termination of services. In support of these submissions he relied on the judgment in the case of **Ashok Kelwade and Ors. v/s Vidartha Gas Vessels Pvt. Ltd., 2008(5) Bom. C.R. 18** in which it is held that Section 25F of the Act requires service of individual notice of retrenchment order on individual Workmen and mere displaying of notice on the notice board amounts to non compliance of Section 25F. In the above context, Lnd. Advocate for Party II invited my attention to Exb. E4 colly, which are the copies of letters dated 27-8-92 regarding termination of services of some Workmen and asking them to collect their dues and stated that such individual notices have been sent to

the Workmen but they refused to accept the same. Shri Jitendra Kumar Pant has stated that the remaining Workmen had received the notices dated 27-8-92 handed over to them but he does not have the copies of the same and therefore cannot produce them.

30. It may mentioned here that no suggestions have been put to the witnesses of Party I stating that individual notices regarding termination of their services and asking to collect their dues had been served on them. That apart, perusal of Exb. E4 colly indicates that there is no endorsement of either the concerned Workmen or the official of Party II who had served these notices on these Workmen to show that these Workmen refused to accept the notices. As regards the remaining Workmen there is admission by Shri Jitendra Kumar Pant that he is not in a position to produce the copies of the notices served on the Workmen. Even for that matter, it is not the pleading of Party II in their written statement that individual notices dated 27-8-92 were served on the Workmen and therefore the above exercise done by Party II which was of producing notices at Exb. E4 colly through their witness, is of no consequence. It therefore follows from above discussion that there is no compliance of Section 25F of the Act at the behest of Party II.

31. Lnd. Advocate for Party II relied on the judgment in the case of **M/s. Avon Services Production Agencies (P) Ltd. v/s Industrial Tribunal, Haryana and Ors. 1979 LAB. I.C. 1** to contend that closure of an undertaking cannot be placed on the same footing as retrenchment u/s. 25F and that by Section 25F a prohibition until the conditions prescribed by that Section are fulfilled is imposed, whereas by Section 25FFF termination of employment on closure of undertaking without payment of compensation and without either serving notice or paying wages in lieu of notice is not prohibited and that payment of compensation and payment of wages for the period of notice are not condition precedent to closure. He also relied on the judgment in the case of **Maruti Udyog Ltd. v/s Ram Lal and Ors. (2005) 2 SCC 638** the ratio in which is on the same lines as above which is that in case of closure, compensation could be paid subsequently unlike u/s 25F where it is a condition precedent. There is no dispute about the above proposition of law, however, discussion above makes it clear that Party II has retrenched the Workmen and even otherwise they have also failed to prove that they have paid the amount towards compensation and wages of the notice period even subsequently, despite claiming so and therefore the observations in this judgment cannot be made applicable to the case in hand.

32. Lnd. Advocate for Party II also relied on the judgment in the case of **District Red Cross Society v/s Babita Arora and Ors. (2007) (7) SCC 366** contending that in order to attract Section 25FFF it is not necessary that the entire establishment should be closed and if a unit or a part of undertaking which has no functional integrity with other units is closed, it would amount to closure within the meaning of Section 25FFF. I have gone through this judgment and have noticed that the facts in this case are totally different from the set of facts in hand. That apart, it deserves to be mentioned that Party I has not approached this Court on the grounds that Section 25FFF does not attract to the case in hand because Party II has not closed the entire establishment but has closed a part of undertaking. Thus, in such situation this judgment is of not of any assistance for Party II to advance its case. Hence my findings.

33. *Issue No.1:* Discussion supra reveals that Party II has failed to comply with the provisions of Section 25F. However, as regards Section 25G it was for Party I to have established that he belonged to a particular category of Workmen in that establishment and that there is no any agreement between him and Party II in this behalf. No doubt, it is stated by Shri A. K. Shrivastava that no seniority list was prepared before retrenching the 54 workers and as such the principle of 'first come, last go' was not followed but according to Shri Jitendra Kumar Pant at the time of termination of services of the Workmen, a seniority list was prepared. He has also produced the xerox copy of the said seniority list displayed on the notice board at Exb. E 5. It may be mentioned here that there is nothing in the written statement of Party II that they had prepared a seniority list and displayed the same on the notice board. Even no such case has been suggested to the witnesses of Party I. That apart the seniority list at Exb. 5 was also not shown to the witnesses of Party I to bring on record the fact that the same was correctly prepared. This being the situation I am unable to believe the case of Party II that any such seniority list was prepared at the appropriate time. Nevertheless, as mentioned above since Party I has not brought on record the convincing evidence indicating that the Workmen which were to be retrenched belong to a particular category of Workmen in that establishment and there was no agreement between Party II and them in this behalf, I have no other option than to hold that Party I/Union has failed to prove that Party II did not comply with the provisions of Section 25G of the Act. Lnd. Advocate for Party II in the above context relied on the judgment in the case of **Jaipur Development Authority v/s Ramsahai and Anr (2006) 11 SCC 684** wherein it is observed that the rule of 'last come first go' introduced u/s 25G would be applicable when a Workman belongs to particular category of Workmen but for reasons to

be recorded the employer may retrench any other Workman. Apparently in this case nothing has been produced by Party II to indicate that there were certain reasons for them to retrench these Workmen without observing the rule introduced by Section 25G. Thus, this judgment cannot be made applicable to the instant situation. Hence, this issue is answered accordingly.

34. *Issue No.7:* From amongst the reliefs claimed, Party I has prayed for regularization of 54 Workmen after reinstating them in service with full back wages and continuity of service. It is pertinent to note that no case has been made out by Party I for regularization of services of 54 Workmen. As regards, claim of the Workmen of backwages, it is seen that in their claim statement Party I has not stated that the Workmen are unemployed though the witnesses examined by Party I have stated so before the Court. In the judgment in the case of **Kendriya Vidyalaya Sangathan and another v/s S.C. Sharma (2005) 2 SCC 363** it has been held that the employee must first show that he was not gainfully employed and thereafter the employer would require to rebut such claim. It has also been held that there is no straight jacket formula which could be evolved for payment of back wages. Further, in the judgment in the case of **General Manager, Haryana Roadways v/s Rudhan Singh (2005) II CLR 1055** it has been held that the order of payment of backwages cannot be passed in a mechanical manner upon the termination held to be invalid and that various factors have to be taken into account.

35. In the case at hand, besides absence of pleading stating that the Party I/Workmen are not gainfully employed since the date of termination of their services, there is also nothing on record justifying as to how the Workmen were maintaining themselves and their families all these years and therefore all these factors lead me to draw the conclusion that the Workmen were able to maintain themselves and their families all these years only because they are gainfully employed. Being so, I am of the considered opinion that no case has been made out by the Party I/Workmen for claiming the backwages.

36. As regards the reinstatement in service, it deserves to be noted that the present reference is of the year 1993, being adjudicated in the year 2013. There is nothing on record to indicate that at present Party II has in hand any work of construction of bridges or similar construction structure or that Party II is in a position to accommodate Party I/Workmen if their reinstatement is ordered. In the case of **In-charge Officer & Anr v/s Shankar Shetty 2010(9) SCC 126** and **Senior Superintendent Telegraph (Traffic) Bhopal v/s Santosh Kumar Seal & Ors. AIR 2010SC 2140**, the Apex Court has observed that "*It is true that the earlier view of this*

Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. compensation instead of reinstatement has been held to meet the ends of justice."

37. In the light of above settled position of law, I am of the considered opinion that this is a fit case where compensation instead of reinstatement would meet the ends of justice. It is on record that the witnesses of Party I had been drawing wages ranging from Rs. 18/- to Rs. 29/- per day. It is also a matter of record that this reference is being adjudicated since the year 1993 and considering all this facts, in my view, the ends of justice would be met by granting compensation of Rs. 20,000/- each to the Party I/Workmen. Hence my findings.

38. Under the circumstances and in view of discussion supra, I pass the following order:

ORDER

1. The action of the Project Manager, U. P. State Bridge Corporation Ltd., Bridge construction unit, New Mandovi Bridge site, Panaji, Goa in terminating the services of following Workmen is held to be illegal and unjustified.

- | | |
|----------------------------|-------------------------|
| 1. Vijay Bahadur Singh. | 2. Mahendra Singh. |
| 3. Harpal Singh. | 4. Prabhunath Jha. |
| 5. Shivraj Singh. | 6. Halesh. |
| 7. Nakhdu Tiwari. | 8. Prabal Pratap Singh. |
| 9. Hari Kumar. | 10. Mohamad Hanif. |
| 11. Ram Raj. | 12. Imam Sheikh. |
| 13. Chandrashekar. | 14. Arjun Naik. |
| 15. Nand Lal. | 16. Kunj Samal. |
| 17. Shivcharan Singh Negi. | 18. Dilip Kumar. |
| 19. Paras Ram | 20. Ramanand. |
| 21. Bhogendra Mishra. | 22. Babu Ram. |
| 23. Ganga Ram. | 24. Cruz Gracias. |
| 25. Shyam Pradhan. | 26. Jairam. |
| 27. Suresh Chandra. | 28. Sanjay Kumar. |
| 29. Raja Ram Pal. | 30. Avarchan. |
| 31. Amichan. | 32. Ratan Kumar. |
| 33. Augustino D'gama. | 34. Vijayanand. |
| 35. Lal Chand. | 36. Kishan Prasad. |
| 37. Ram Dulare. | 38. Arvind Kumar. |
| 39. Ramesh Chandra Mishra. | 40. Bridge Mohan. |

- | | |
|-------------------------------|-----------------------------|
| 41. Satyan Narayan Verma. | 42. Bhola Prasad. |
| 43. Harish Chandra. | 44. Siya Ram. |
| 45. Jagaru. | 46. Kishan Chandra. |
| 47. Dhanand Jay. | 48. Parimal Mandal. |
| 49. Vidhan Biswas. | 50. Lal Kumar. |
| 51. Mahendra Rao Vargaonkar.. | 52. Vinayak Rao Vargaonkar. |
| 53. Babu Rajan. | 54. Kalidas. |

2. The Party II is directed to pay to Party I/Workmen monetary compensation of Rs. 20,000/- each (Rupees twenty thousand only) within two months from the date of publication of Award failing which the same shall carry interest at the rate of 9% p.a.
3. Inform the Government accordingly.

(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
Labour Court.



Department of Law & Judiciary

Law (Establishment) Division

Order

No. 11/8/2013-LD/Estt(4)/1388

Government of Goa has adopted Goa State Litigation Policy framed on the lines with National Litigation Policy of the Government of India, and under said policy the District Level Committees for North and South Goa are required to be constituted.

Government is pleased to declare Principal, District & Sessions Judge, North Goa as Chairperson of District Level Committee North-Goa and Principal, District & Sessions Judge, South-Goa as Chairperson of District Level Committee South Goa as required under the Goa State Litigation Policy.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.).
Porvorim, 8th August, 2013.

Corrigendum

No. LS/1077/93(Part)/1367

Read: 1. Government Order No. LS/1077/93 (Part) dated 21-06-2012.

2. Government Order LS/1077/93 (Part) dated 21-06-2013.

3. Government Order No. LS/1077/93 (Part) 786 dated 15-05-2013.

In partial modification of Order dated 15-05-2013 referred to at Serial No. (3) above, Government of Goa in consultation with Ld. Advocate General of the State of Goa is pleased to designate the names of 4 Advocates i.e. 1) Shri Arjun Bobde, 2) Ms. Basuri Swaraj, 3) Ms. Pinky Anand and 4) Shri Nirup Reddy as State Standing Counsels in the Supreme Court of India with Ms. Pinky Anand as Senior Standing Counsel for appearing before the Hon'ble Supreme Court of India for defending the interest of Government of Goa.

The terms and conditions referred to in the Order dated 15-05-2013 remain unchanged.

All correspondence relating to the matter by any of the Standing Counsel/Senior Standing Counsel may be addressed directly to the Law Secretary, Government of Goa, Secretariat, Porvorim, **and not to any other Authority.**

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.).

Porvorim, 5th August, 2013.

Department of Public Health

Order

No. 45/4/2013-I/PHD

Government is pleased to appoint Dr. Chodankar Ninad Deepak, Diploma in Anaesthesiology as Jr. Consultant on contract basis under the Directorate of Health Services for a period of one year with immediate effect and he is posted at North Goa District Hospital, Mapusa four days per week and at Cottage Hospital, Chicalim two days per week.

His appointment is made for implementation of Agreement of Board executed by him with Government.

He shall execute agreement for contract appointment accepting the terms and conditions specified in the agreement.

He shall be paid monthly remuneration of ₹ 35,000/- per month as per the Order No. 46/5/2009-I/PHD dated 03-11-2010.

The posting to above centres is subject to the change as per requirement of service.

This issues in supersession of earlier Order No. 45/4/2013-I/PHD dated 08-08-2013.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 12th August, 2013.

Order

No. 45/4/2013-I/PHD

Government is pleased to appoint Dr. Mallika Gupta, Diploma in Medical Radiodiagnosis as Jr. Consultant on contract basis under the Directorate of Health Services for a period of one year with immediate effect and she is posted on rotation basis at Community Health Centre, Pernem and District Hospital, Ponda three days each centre per week.

Her appointment is made for implementation of Agreement of Bond executed by her with Government.

She shall execute agreement for contract appointment accepting the terms and conditions specified in the agreement.

She shall be paid monthly remuneration of ₹ 35,000/- per month as per the Order No. 46/5/2009-I/PHD dated 03-11-2010.

The posting to above centres is subject to the change as per requirement of service.

This issues in supersession of earlier Order No. 45/4/2013-I/PHD dated 08-08-2013.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 12th August, 2013.

Order

No. 45/4/2013-I/PHD

Government is pleased to appoint Dr. Sangolkar Rohit Ramhari, Diploma in Medical Radiodiagnosis as Jr. Consultant on contract basis under the Directorate of Health Services for a period of one year with immediate effect and he is posted on rotation basis at Community Health Centre, Curchorem and Cottage Hospital, Chicalim three days at each centre per week.

His appointment is made for implementation of Agreement of Bond executed by him with Government.

He shall execute agreement for contract appointment accepting the terms and conditions specified in the agreement.

He shall be paid monthly remuneration of ₹ 35,000/- per month as per the Order No. 46/5/2009-I/PHD dated 03-11-2010.

The posting to above centres is subject to the change as per requirement of service.

This issues in supersession of earlier Order No. 45/4/2013-I/PHD dated 08-08-2013.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 12th August, 2013.

◆◆◆
Department of Revenue

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Order

File No. 3/5/2013-RD

Read: Order No. 3/5/2010-RD dated 19-06-2013.

In continuation to the order cited above, Government accepts the recommendation of Collector of South Goa District, Margao and hereby grants additional time of 21 days (3 weeks) from date of issue of this order to the Administrator of Devasthans and Mamlatdar of Canacona, to conduct the election of the New Managing Committee of Shree Mallikarjun Devasthan Gaondongrem, Canacona after following due procedure of law.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 16th August, 2013.

Corrigendum

No. 23/11/2012-RD

Read: Government Notification No. 23/11/2012-RD dated 20-03-2013 regarding Land Acquisition for construction of road at Monteirawado, Francis Pereirawado, Francis Costawado, Calata Majorda,

Utorda in Village Utorda of Salcete Taluka, published in the Official Gazette, No. 52 Series II dated 28-03-2013 and in two local newspapers viz. "Goa Doot" dated 23-03-2013 and "The Navhind Times" dated 23-03-2013.

In the Schedule appended to the above cited Notification No. 23/11/2012-RD dated 20-03-2013, in the Survey No. 85/3 of Village Utorda which is shown as "1520 sq. mts." shall be read as "1200 sq. mts." and the total area of Utorda Village shall be read as "6875 sq. mts." instead of "7195 sq. mts.". The grand total of the Land Acquisition in respect of both the Villages i.e. Utorda and Majorda shall be read as "7486 sq. mts." instead of "7806 sq. mts."

The rest of the contents of Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 16th August, 2013.

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Department of Social Welfare

Directorate of Social Welfare

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Order

No. 19-46-97-ADMN/Vol.I/4258

Subject: Right to Information Act, 2005

As envisaged under Section 5(2) of the Right to Information Act, 2005, the District Welfare Officer of this Directorate presently posted at Mathany Saldanha, Administrative Complex, New Collectorate Bldg. at South Goa District, Margao-Goa is hereby designated as Public Information Officer for South Goa District Branch of the Directorate of Social Welfare with immediate effect.

The above official will be available on Mobile Phone No. 9423882505 and E-Mail. I.D. dwo.sg@rediffmail.com

V. M. Paranjape, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 20th August, 2013.

Department of Transport

Directorate of Transport

Order

Ref.: 5/33/85-Tpt/2013/2848

- Read: 1. Order No. 5/33/85-Tpt dated 13-09-1989.
 2. Order No. 5/33/85-Tpt/2543 dated 07-12-1999.
 3. Order No. 5/33/85-Tpt/842 dated 21-06-2002.
 4. Order No. 5/33/85-Tpt/2008 dated 28-10-2004.
 5. Order No. 5/33/85-Tpt/2011/4388 dated 27-10-2011.

In continuation to Orders referred above, the Government of Goa hereby allots new Code Number to the Registering Authority specified in Column (1) of the Schedule appended hereto, the Code number as shown in the corresponding entry column No. (3) of the said schedule, for the purpose of being used after the registration mark GA.

SCHEDULE

Sr. No.	Registering Authority	Code Number
1.	Assistant Director of Transport, Dharbandora	12

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 6th August, 2013.

Order

Ref. No.: D.Tpt/EST/285-II/2013/2893

Ref.: This Office Order No. D.Tpt/EST/285-II/2013/126 dated 09-01-2013.

The Government is pleased to extend the ad hoc promotion of Shri Uday T. Gauns to the

post of Assistant Director of Transport for a further period of six months i.e. upto 08-01-2014.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 8th August, 2013.

Order

Ref. No.: D.Tpt/EST/285-II/2013/2894

Ref.: This Office Order No. D.Tpt/EST/285-II/2013/127 dated 09-01-2013.

The Government is pleased to extend the ad hoc promotion of Shri Meghashyam Pilankar to the post of Assistant Director of Transport for a further period of six months i.e. upto 08-01-2014.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 8th August, 2013.

Notification

No. 5/9/90-Tpt/2013/2926

In exercise of powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa hereby exempts new vehicle of make Maruti Ertiga ZDI BS IV bearing chassis No. MA3FLEBIS00167751 *AD and Engine No. D13A-2053466 seating capacity 7 of model January, 2013 owned by The Assagao Pallottine Society, Chicalim Branch Pallotti Home, Chicalim, Goa, from payment of tax due to this State, being a Charitable Institution.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 12th August, 2013.

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Published and Printed by the Director, Printing & Stationery,
 Government Printing Press,
 Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 20.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-152/380-8/2013.